

FEG Agent Client Seminar Agreement

This Agent Client Seminar Agreement is entered into as of _____ (Month/Day/Year) between Freedom Equity Group , a California Corporation (“FEG”), and _____, a _____ (State you reside in) Corporation / Partnership / Sole Proprietorship (“Agent”).

Recitals

1. **FEG** has developed certain Confidential Information (as defined in Section 1 of this Agreement below) that is proprietary to **FEG** and that **FEG** believes has substantial value for commercial exploitation.
2. **FEG** is willing to disclose the Confidential Information to the Agent for the limited purpose, and subject to the terms and conditions, set forth in this Agreement.

Agreement

1. **Definition of Confidential Information.** For purposes of this Agreement, the term “Confidential Information” means all information disclosed to the **Agent** by or on behalf of **FEG** either directly or indirectly and either in writing or verbally, relating to the ROTH Conversion Client Seminar System. Confidential Information shall include, without designs, routines, algorithms, and structures; product information; research and development information; information related to actual and potential customers; financial data and information; business plans; marketing materials and strategies; and any information regarding the foregoing that **FEG** discloses to the **Agent**. Despite the foregoing, Confidential Information does not include: (1) information already in possession of the Agent at the time of **FEG**’s disclosure; (2) information that is now or later becomes part of the public domain, unless such information becomes part of the public domain as a result of any action or inaction on the part of the **Agent**; or (3) information received by the **Agent** from a third party, unless such third party has been directed by **FEG** to retain such information on a confidential basis.
2. **Use of Confidential Information.** The **Agent** shall use the Confidential Information exclusively for the purpose of evaluating potential business relationships and opportunities with **FEG** / preparing sales and marketing materials for **FEG** / advising **FEG**. Except as required by law, the Agent shall not disclose any Confidential Information to any third party excepting employees of the Agent who have expressly agreed in writing to be bound by the terms of this Agreement or make use of any Confidential Information in any manner without **FEG**’s prior written consent, that may be given or withheld by **FEG** at its sole discretion.
3. **Non-Circumvention.** In consideration of **FEG**’s disclosure of the Confidential Information, the **Agent** shall not at any time prior to the date immediately preceding the tenth anniversary date of this Agreement, attempt in any manner to commercially exploit the proposed business concepts and plans of the **FEG** / **FEG**’s business concepts, including the Client Seminar System or any of the Confidential Information without the **FEG**’s prior written consent, that may be given or withheld by **FEG** in its sole discretion.
4. **Ownership and Return of Confidential Information.** The Agent acknowledges that the **Agent** has no Ownership of proprietary rights in the Confidential Information. Upon **FEG**’s request, the **Agent** shall immediately return to the **FEG** all Confidential Information provided to it, and shall retain no materials relating thereto, including copies of, notes on, or abstracts of, any Confidential Information.
5. **Further Agreements.** Nothing contained in this Agreement shall be deemed, by implication or otherwise, to convey to the **Agent** any rights in any Confidential Information, nor shall this Agreement be deemed a commitment of any kind by either **FEG** or the **Agent** to enter into any further Agreements with each other with respect to any Confidential Information.
6. **Miscellaneous.** In the event any action is brought to enforce this Agreement, the prevailing party shall be entitled to recover its costs of enforcement including, without limitation, attorneys fees and court costs or agree

to pay **FEG** \$50,000. The parties acknowledge and agree that the extent of damage to **FEG** in the event of such breach by the **Agent** of any of the covenants contained in this Agreement will be difficult or impossible to ascertain and that there will be no adequate remedy of law available to the **FEG** in the event of such breach. Consequently, the **Agent** agrees that, in the event of such breach, **FEG**, in addition to receiving damages for the breach, shall be entitled to enforce any and all of the covenants contained in this Agreement by injunctive or other equitable relief. Notices shall be deemed delivered 3 days after the date of mailing if mailed, by first class mail, registered or certified, postage prepaid at the addresses stated above. If any provision of this Agreement as applied to either party or to any circumstance shall be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall no way affect the validity of enforceability of any other provision of this Agreement to the maximum extent permissible by law. This Agreement contains the entire Agreement between the parties, and may be amended only by a written instrument signed by both parties.

7. **Attorney Fees.** In the event of any litigation or other legal proceeding between the parties arising from this Agreement, the prevailing party shall be entitled to recover, in addition to any other relief awarded or granted, its reasonable costs and expenses (including attorney fees) incurred in the proceeding.

8. **General**

8.1 All notices, demands or consents required or permitted under this Agreement shall be in writing and shall be delivered personally or sent by certified or registered mail to the respective parties at the addresses defined on the first page of this Agreement, or at such other address as shall be given by either party to the other in writing.

8.2 No waiver, amendment or modification of any provisions of this Agreement shall be effective unless in writing and signed by the party against whom such waiver, amendment or modification is ought to be enforced. No failure or delay by either party in exercising any right, power or remedy and this Agreement, except as specifically provided in this Agreement, shall operate as a waiver of any such right, power or remedy.

8.3 This Agreement shall be binding upon and defer to the benefit of the successors and permitted assigns of **FEG** or the **Agent**. Except as described below, the **Agent** or **FEG** may not assign any of its rights or delegate any of its obligations under this Agreement to any third party without the express written permission of the other. **FEG** understands that the **Agent** may assign this Agreement to a partnership or successor corporation and approves such transfer in advance.

8.4 The validity, construction and performance of this Agreement shall be governed by the internal laws of the State of California, without regard to provisions regarding conflicts of law.

8.5 **FEG** and the **Agent** understand and acknowledge that violation of their respective covenants and Agreements may cause the other irreparable harm and damages, that may not be recovered at law, and each agrees that the others remedies for breach may be inequity by way of injunctive relief, as well as for damages and any other relief available to the non-breaching party, whether in law or in equity.

8.6 If any provisions of this Agreement are held by a court of competent jurisdiction to be invalid under any applicable statute or rule of law, they are to that extent to be deemed omitted and the remaining provisions of this Agreement shall remain in full force and effect.

8.7 This Agreement, including the attached exhibits, constitutes the entire Agreement between **FEG** and the **Agent** concerning this transaction, and replaces all previous communications, representations, understandings, and Agreements, whether verbal or written between **FEG** and the **Agent** or any official or representative of either of them.

8.8 Any dispute relating to the interpretation or performance of this Agreement shall be resolved at the request of either party through binding arbitration. Arbitration shall be conducted in Santa Clara County the state of California in accordance with the existing rules of the American Arbitration Association. Judgment upon any award by the arbitrators may be entered by any State or Federal Court having jurisdiction. **FEG** and **Agent** intend that this Agreement to arbitrate be irrevocable.

Captions and section headings used in this Agreement are for convenience only and are not a part of this Agreement and shall not be used in construing it.

In witness of this, **FEG** and the **Agent** have executed this Agreement as of the day and year first written above.

The Agent acknowledges and agrees to:

- (1) Contract with FEG Life and FEG Annuity Companies;
- (2) Hold a valid life and annuity insurance license;
- (3) Have had earnings of \$50,000 for the last 12 months;
- (4) Committed to holding at least one Client Seminar a month;
- (5) Have \$5,000 of working capital;
- (6) Have a laptop, projector, speaker and microphone to support a professional seminar.

By my signature below, I hereby acknowledge I have read the attached copy of the FEG Agent Client Seminar Agreement and I understand this application will form and become a part of my Agreement with FEG. I agree that, upon approval of this Application by FEG, my signature below will be deemed my signature on the attached Agreement. I agree to be bound by all of the terms and conditions of the attached Agreement including any schedules, supplements or amendments. I agree not to solicit business outside of any FEG authorized insurance companies until I receive notification from FEG that I am authorized to do so. I understand and agree that, if approved, any misrepresentation of facts herein will be ground for termination of the Agreement at the sole discretion of FEG.

FEG

Agent

Signature

Signature

Name

Name

Title

Title

ROTH IRA SEMINAR KIT ORDER FORM

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Business Phone: _____ Cell Phone: _____

Email Address: _____

Ordered Item:

ROTH IRA Seminar Kit ~~\$499~~ **SPECIAL PRICE \$399 UNTIL MARCH 31ST, 2010.**

Payment Information:

Billing Name: _____

Billing Address: _____

We will send you an invoice via PayPal requesting payment when we receive your order.

Note: before we mail out the kit to you, we must:

1. Receive all 3 signed pages of the "FEG Agent Client Seminar Agreement" and this order form.
Fax/scan these 4 pages to Tony La at 888-822-8363 (tla@fegcorp.com) and you will receive a confirmation. All orders fulfillment will be handled by Tony La - please send email if you have questions. You will not be billed until we ship your kit.
2. Verify that you have contracted with all the required Life & Annuities Companies. If you have already appointed with these carriers, please provide your agent code so we can verify. If you have not been appointed with any of these listed carriers, you must download contracts from www.fegcorp.com and send them in to Vickie Daupert via fax to 767-676-7612.

<u>Insurance Companies:</u>	<u>Agent Code:</u>	<u>Contract Date/Status:</u>
American Equity (AE)		
National Western Life (NWL)		
Royal Bank of Canada (RBC)		
Life of the Southwest (LSW)		
North American Co Life & Health (NACOLAH)		
Aviva Life Insurance Co (Aviva)		
Sagicor or Foresters		

Additional Comments: _____

<u>Office Use Only:</u>	
Contracting Status Approval: _____	Production Status Approval: _____
Credit Card Charge Date: _____	Kit Ship By: _____ Date: _____